



# STANDARD GRAZING LEASE

## Lease No. Unassigned

Lessor Name and Address: Idaho Department of Parks and Recreation  
PO Box 83720  
Boise ID 83720-0065

Lessee Name and Address: Lessee Name  
Address 1  
Address 2  
City, State, Zip

Lease Term: Commencement Date: 01/01/2016  
Expiration Date: 12/31/2019

Rent and Taxes: Initial rent is \$ \_\_\_\_\_ per AUM, subject to annual adjustment.  
At a minimum, Lessee must pay annual rent for 2000 AUM's, whether or not actually grazed. Annual rent is due by December 15 or at the annual meeting each year.  
Taxes: See Attachment C.

Leased Premises: See Attachment B.

Agreement: **Lessor, in consideration of the rent paid and the covenants, conditions and restrictions hereinafter set forth in this Lease (including all Attachments), does hereby lease and demise unto Lessee for grazing purposes those lands (the Premises) described in Attachment B of this Lease.**

Allowed Use: Grazing

Allowed AUMs: ☐ Cattle: max of 3600 AUMs  
☐ Sheep: None AUMs  
☐ Horse: None AUMs

Turn-In and Turn-Out Dates: Turn-In: June 15th  
Turn-Out: November 15<sup>th</sup>

Liability Insurance: See Section 13, Attachment A.

Lease Contents: LEASE DATA PAGE  
SIGNATURE PAGE

ATTACHMENT A – LEASE PROVISIONS  
ATTACHMENT B – LEGAL DESCRIPTION & MAP  
ATTACHMENT C – GRAZING MANAGEMENT PLAN AND SPECIAL TERMS  
AND CONDITIONS



This lease agreement (Lease), including the Lease Data Page, Signature Page and all Attachments (which are incorporated herein in their entirety), is made and entered into by and between Lessor and Lessee.

### LESSOR SIGNATURE

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

SIGNED: IDAHO DEPARTMENT OF PARKS AND RECREATION

\_\_\_\_\_  
BY: David R. Langhorst, its Director

State of Idaho            )  
                                      :s  
County of Ada            )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, a Notary Public in and for said State, personally appeared DAVID R. LANGHORST, known to me to be the director of the Idaho Department of Parks and Recreation, that executed the within instrument, and acknowledged to me that the Idaho Department of Parks and Recreation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Commission expires:

### LESSEE SIGNATURES

**By signing, Lessees verify receipt, review, and acceptance of all attachments, including grazing management plans and special terms and conditions.**

X \_\_\_\_\_ X \_\_\_\_\_  
(Lessee) (Lessee)

STATE OF \_\_\_\_\_)  
                                      :s  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_  
\_\_\_\_\_ known to me to be the person(s) who executed the instrument as Lessee, and acknowledged to me that such person(s) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

\_\_\_\_\_  
Notary Public  
Commission expires:

# Attachment A

## Lease Provisions

1. **Definitions.** As used in this Lease, the terms set forth below have the following definitions:
  - 1.1 **Animal Unit Month (AUM).** The amount of forage necessary to feed one (1) cow or one (1) cow with one (1) calf under six (6) months of age or one (1) bull for one (1) month. One (1) yearling is considered seven tenths (.7) of an AUM. Five (5) head of sheep, or five (5) ewes with lambs are considered one (1) AUM. One (1) horse is considered one and one-half (1.5) AUM.
  - 1.2 **Lease.** This written agreement, including the Lease Data Page, the Signatures Page, and all attachments hereto. The term "Lease" is used for the sake of convenience and shall not be used to interpret or modify the rights granted by this instrument.
  - 1.3 **Lessor.** The Idaho Department of Parks and Recreation.
  - 1.4 **Lessee.** Unless otherwise indicated, the term "Lessee" includes the employees, agents, contractors, permittees and licensees of Lessee.
  - 1.5 **Premises.** The real property described in Attachment "B" upon which the non-exclusive rights granted by this Lease may be exercised. The boundaries of the Premises may be adjusted by the Park Manager when the Park Manager, in his or her sole discretion, determines such adjustment is necessary to implement best land management practices.
2. **Use and Occupation of Premises.** Lessee shall use the Premises for grazing domestic livestock at the specified stocking rates. The numbers, location, and management of grazing livestock shall be in accordance with this Lease, including all attachments, Grazing Management Plans (See attachment C) and Special Terms and Conditions tailored to the needs of individual state parks.
  - 2.1 **As-is.** Lessee accepts the Premises in its present condition with all faults or hazards, whether patent or latent, and without warranties or covenants, express or implied, regarding the suitability of the Premises for grazing purposes. Lessee acknowledges that Lessor shall have no duty to maintain, repair, or improve the Premises or otherwise make them suitable for Lessee's use.
  - 2.2 **Non-Exclusive.** Though Lessee has sole right to the Premises for purposes of grazing, Lessor's primary purpose is to provide a safe, enjoyable experience for Idaho's residents and visitors. Use of the Premises must be consistent with the maintenance of the Premises as a designated state park, and Lessee must allow the public the right to use the Premises for any use consistent with the rules of the Idaho Park and Recreation Board. Lessee's use of Premises is subject to the right of the general public to use for recreational purposes (including hunting where allowed by Park and Recreation Board policy), and to existing and future easements and mineral rights and leases.
  - 2.3 **Compliance.** Lessee shall abide by all Lease provisions, the Grazing Management Plan, and any Special Terms and Conditions. If Lessee fails to abide by all Lease provisions, the Grazing Management Plan, and any Special Terms and Conditions, Lessee will be deemed in breach of this Lease and the Lease will be subject to termination in accordance with Section 18, *Termination for Lease Violations*.

3. **Lease Term.** The commencement and ending dates for the lease term are as designated in the Lease Data Page. No right of renewal is provided or implied. (See attachment C)
4. **Annual Meeting.** Lessor and Lessee shall meet annually after the grazing season, but before December 15th of each year. During the annual meeting the Lessor and Lessee shall agree upon an annual operating plan for the following year that establishes stocking rates, methods of operation, seasons, rotations, and maintenance of corrals and fences, and charges to be paid by the Lessee including, but not limited to, charges such as taxes, assessments, utilities, and additional grazing fees.
5. **Rental Payments.** Lessor reserves the right to increase or decrease the rental rate herein at the annual meeting as necessary to ensure fair market rent is obtained for use of state property. Lessee shall pay the annual rent as determined by Lessor. Rent payments will be due December 15 of each year. Lessee may deduct from its final payment to Lessor any actual material and labor costs accrued by Lessee for maintenance or improvement projects that are not the Lessee's responsibility under the terms of this Lease, if, both parties, prior to any expenses being incurred, have agreed to such projects in writing. A copy of the agreement will accompany all invoices to be credited against final payment.
  - 5.1 **Late Payment.** If annual rent is not paid in full by December 15 of each year, Lessee must, in addition to paying the annual rent, pay a late payment fee of one-twentieth (5%) of the annual rent, or twenty-five dollars, whichever is greater. The parties acknowledge and agree that the late payment fee is a reasonable attempt to estimate and to compensate Lessor for additional costs incurred by Lessor in administering and collecting late payments and is not intended as a penalty. For each subsequent calendar month in which payment is not made, Lessee shall pay an additional late payment fee of one-twentieth the annual rent or twenty-five dollars, whichever is greater. Failure to pay annual rent within ninety (90) days of December 15 shall be considered a material breach of this Lease, subjecting the Lessee to termination pursuant to Section 18.
6. **Turn-In Date:** Turn-in will be as specified on the Data Page of this Lease, with exceptions approved in writing by the Park Manager. Lessee will inform the Park Manager at least one (1) week prior to introducing livestock onto the property. This is to ensure that the Premises are in acceptable condition and that a representative of Lessor can be scheduled to count the livestock.
7. **Turn-Out Date.** Turn-out will be as specified on the Data Page of this Lease, with exceptions approved in writing by the Park Manager. Lessee will inform the Park Manager, at least one (1) week prior to the turn-out date if cattle cannot be removed from the premises.
8. **Capacity.** Lessee shall not graze more than the number of AUMs specified on the Data Page of this Lease, or the number of AUMs established at the annual meeting. Lessor may require a specific counting at the time of ingress to the Premises or at some time during the grazing period.
  - 8.1 **Adjustment.** Lessor reserves the right to adjust the number of animal units and the time period to be grazed, after an annual review, either for the purpose of correcting adverse effects on the Premises or as may be necessary to more fully utilize the available resources. (See attachment C)
9. **Control of Livestock.** Lessee shall keep livestock confined to the Premises by maintaining in good condition the fences and gates, and by frequent checking of herds. (See Attachment C)
  - 9.1 **Grazing Management Plan.** Lessee shall comply with the grazing management plan attached to this Lease as Attachment C.

- 9.2. Special Terms and Conditions.** A number of State Parks have unique resources or restrictions that may require the application of additional terms and conditions to livestock grazing. Such terms and conditions are attached to this Lease as Attachment C and incorporated herein by reference.
- 9.3 Livestock Removal upon Overgrazing.** Lessor reserves the right to have the cattle removed from some or all of the Premises within 72 hours of written notice (3 days) if the Lessor determines the area is being overgrazed. In case the Lessor requires that cattle must be withdrawn early or the scope of the Premises subject to grazing must be reduced, an equitable adjustment will be made to the lease payment.
- 9.4 Trespass.** Lessee shall not allow Lessee's livestock to graze or run at large over any lands of Lessor other than the Premises, nor shall Lessee authorize any other person to graze or run livestock over Lessor's lands without the express written consent of Lessor.
- 10. Improvements.** Lessee agrees to maintain all improvements in their existing condition at the commencement of the lease term, subject to normal wear and tear, including but not limited to all buildings, facilities, utilities, fencing, corrals, ditches, and equipment; and shall provide for security and protection during the entire lease period when occupied by Lessee.
- 10.1 Costs.** Lessee shall bear the cost of maintaining fences and other improvements, provided, that Lessee and Lessor may, through joint agreement, share cost of maintaining specific fences. Such agreement shall be in advance of the incurrence of such costs and made between the Lessee and Park Manager in writing.
- 10.2 Damage.** Lessee shall be responsible for all damages to the Premises or improvements thereon that are directly attributable to the Lessee or its employees during the term of this lease. (See Attachment C)
- 10.3 Modifications to Improvements.** Lessee shall not modify or otherwise alter the improvements without the prior written consent of the Lessor.
- 10.4 New Improvements.** Lessee shall not construct improvements on the Premises without prior written consent of the Lessor. Property improvements made by Lessee shall become the property of the Lessor, unless otherwise provided in the written authorization for property improvements. The Lessor will at no time provide compensation for property improvements made by the Lessee, unless specifically allowed in the written authorization allowing the property improvements.
- 10.5 Abandonment.** Should any of the Premises be abandoned by the Lessee, or said lease be cancelled or forfeited for any breach of condition contained herein, all improvements placed upon the Premises by the Lessee shall remain a part of the realty and title thereto and ownership thereof shall vest in the Lessor.
- 10.6 Saltboxes.** Type and placement of saltboxes will be determined by agreement between Lessee and Park Manager.
- 11. Charges and Payments.** Lessee shall pay any charges, taxes, or assessments of whatsoever nature that may be legally levied or assessed against Lessee's leasehold interest in the Premises, and all utility charges for facilities owned or used by Lessee.

- 12. Entry and Inspection by Lessor.** Lessor reserves the right to have its employees or agents enter the Premises or any portion thereof during the term of this lease for the purpose of inspecting the Premises in the interest of the Lessor. This right of visitation and inspection shall not authorize the Lessor to destroy any of the property of the Lessee thereon situated.
- 13. Insurance.** Lessee shall obtain and maintain insurance at its own expense as required herein for the duration of the lease agreement, and comply with all limits, terms and conditions stipulated. Policies shall provide, or be endorsed to provide, all required coverage. Lessee shall provide certificates of insurance or certified endorsements as applicable for the insurance required. (See Attachment C)
- 13.1** All insurance, except for Workers Compensation shall be endorsed to name the State of Idaho and the Idaho Department of Parks and Recreation as Additional Insured.
- 13.2** All insurance shall be with insurers rated A-, VII, or better in the latest Bests Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided by such policies shall be primary. Policies may contain deductibles, but such deductibles shall not be deducted from any damages due the state.
- 13.3** If any of the liability insurance required for this agreement is arranged on a "claims-made" basis, "tail coverage" will be required at the completion or termination of this agreement for duration of twenty-four (24) months thereafter. Continuous "claims-made" coverage will be acceptable in lieu of "tail-coverage" provided the retroactive date is on or before the effective date of this agreement, or twenty-four-months "prior acts" coverage is provided. Lessee will be responsible for furnishing certification of "tail coverage" or continuous "claims-made" coverage.
- 13.4** By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect the Lessee, and such coverage and limits shall not be deemed as a limitation on the Lessee's liability under the indemnities granted to the state.
- 13.5** Lessee shall maintain insurance in amounts not less than the following:
- 13.5.1** Commercial General Liability (CGL) with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 annual aggregate, if defense is outside the limits. If defense is inside the limits, the limit must be \$2,000,000 each occurrence, and \$2,000,000 aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the CGL is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.
- 13.5.2** Automobile Liability including owned, non-owned, and hired liability with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the Auto is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.
- 13.5.3** Workers Compensation Insurance in amounts as required by statute in all states in which the contractor performs work, and Employers' Liability with a limit of \$100,000 Bodily Injury by Accident-each Accident, \$100,000 Bodily Injury by disease-each employee, \$500,000 Bodily Injury by Disease-policy limit.

- 14. Indemnification.** Lessee shall indemnify, defend, and hold harmless Lessor, its officers, agents and employees from and against any and all liability, claims, actions, damage, costs, expenses and losses caused by or arising out of the performance, acts or omissions of the Lessee, including Lessee's agents, contractors, employees, licenses and invitees, or otherwise arising out of Lessee's use and occupation of the Premises, or arising from the failure of Lessee to comply with any applicable state, federal or local statutes, rules or regulations. The foregoing indemnity shall include any court costs and attorneys' fees of whatever nature or type, whether or not litigation is commenced, that the Lessor may incur, by reason of any of the above-described acts or omissions of Lessee.
- 15. Subleasing and Assignment.** Lessee agrees not to sublease any part of the Premises or assign any part of the Lessee's interest under this Lease without prior written consent of the Lessor. Any request to sublease or assign this Lease must be in writing, and accompanied by a copy of the proposed sublease or assignment agreement. No request for approval of any sublease or assignment will be considered unless all rent due has been paid in full and Lessee is in good standing under the terms of this Lease. No sublease will act as a release of Lessee's obligations under this Lease unless Lessor executes a separate written release of Lessee. Upon approved sublease or assignment, ownership of any existing Lessee-owned improvements under this Lease must be separately negotiated between Lessee and the sublessee or assignee.
- 15.1 Additional Rental Due.** In the event the Premises is subleased for an amount greater than the annual rental, Lessee shall in addition to the annual rental pay to Lessor an amount equal to one half (1/2) the difference between Lessee's annual rental and the rental rate paid by Sublessee.
- 16. Liens.** Lessee shall not allow or suffer any liens of any kind or nature to be effected on or enforced against the Premises, including, but not limited to, any mechanics' liens or material suppliers' liens for any work done or materials furnished on the Premises at Lessee's instance or request. Lessee shall ensure that full payment is made for any and all materials joined or affixed to the Premises pursuant to this Lease for any and all persons who perform labor on the land.
- 17. Termination.** This Lease shall automatically terminate at the end of its term unless otherwise continued, terminated or renewed in accordance with the terms of this Lease. Either party may terminate this Lease on the anniversary date, thereof, upon not less than sixty (60) days notice to the other party. Lessor reserves the right to terminate this lease in the event of a lack of legislative appropriations or other budgetary holdbacks that prevent the Lessor from carrying out the provisions of this Lease, or in the event such termination is necessary to comply with applicable federal and state statutes or to comply with directives of the Idaho Park and Recreation Board, or in the event of a sale or exchange of the Premises.
- 17.1 Vacation of Premises upon Termination.** Upon termination, howsoever, of this Lease, Lessee shall, by the date of termination: (1) peaceably and quietly surrender possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession; (2) remove from the Premises all structures, property, and other materials belonging to Lessee; and (3) restore the surface of the ground to as good a condition as the same was in before any structures were erected. If removal and restoration is not completed within thirty (30) days after termination, Lessor may, at its election, perform the work and bill Lessee for the costs thereof. Lessee shall pay such bill within thirty (30) days of receipt.
- 18. Termination for Lease Violations.** In the event of any violation of any provision in this Lease, any violation of the Grazing Management Plan, or any violation of Special Terms and Conditions, in addition to all legal and equitable remedies, including injunctive relief, specific performance, and



damages, Lessor, shall have the right to terminate the Lease in accordance with the following provisions:

**18.1 Notice of Violation.** Lessor shall provide Lessee written notice of any lease violation or violation of the annual operating plan. Lessor shall monitor compliance with the annual operating plan and compliance with the terms of this Lease and prepare field inspection reports to document any non-compliance. If the Park Manager determines that correction of the violation is necessary to prevent damage to Park resources or facilities, the Lessee shall correct the violation within three (3) days of receipt of the Notice of Violation or field inspection report. Otherwise, Lessee shall have thirty (30) days to correct the violation.

**18.2 Notice of Termination.** Lease violations which have not been cured within the time frames specified in section 18.1 shall subject the Lease to termination. Notices of Termination shall be effective upon receipt. All livestock shall be removed within three (3) days of the receipt of the Notice of Termination.

**18.3 Type of Breach.** The determination of whether a violation constitutes a material breach subjecting this Lease to termination shall rest solely in the discretion of the Lessor.

**18.4 Liquidated Damages.** Lessor shall keep as liquidated damages the rental paid under this agreement in accordance with the following schedule: If termination occurs in the first half of the grazing season, ½ of the annual rent. If termination occurs in the second half of the grazing season, then Lessor shall retain the full amount of the annual rent. The parties acknowledge and agree that the foregoing calculation of liquidated damages is a reasonable attempt to estimate and to compensate Lessor for additional administrative costs incurred by Lessor in the event of a termination and is not intended as a penalty.

**18.5 Lien.** In the event of termination, any outstanding rent, including late charges, shall constitute a lien in favor of Lessor against all of Lessee's improvements and other property on the Premises, including any crops or livestock.

**18.6 Reinstatement of Lease.** Not later than seven (7) days following the effective date of termination of this Lease for cause, the Lessee may submit to the Lessor a written request for reinstatement setting forth good cause why the Lease should be reinstated. At the Lessor's discretion, a terminated Lease may be reinstated upon such terms and conditions as the Lessor deems appropriate.

**18.6.1 Reinstatement Fee.** Upon reinstatement of a terminated lease Lessee shall pay a processing fee of one-twentieth (5%) of the latest annual rental, or \$25.00, whichever is greater.

**19. Reservations.** Lessor expressly reserves the following rights:

**19.1** The right to grant easements, licenses, and rights of way over the Premises and to grant such other leases on the Premises for any purpose deemed appropriate by the Lessor, including, but not limited to, oil, gas, and mineral leases. If such other leases conflict with the grazing use or make consumptive use of forages, the grazing rental will be adjusted to reflect such loss of use.

**19.2** The right to restrict or prohibit grazing on any portion of the Premises in response to emergency conditions such as, but not limited to, flood, fire or drought, or to protect the public safety.

- 19.3** The right to change the use of the Premises, in whole or part, to other uses that will better achieve the recreational purposes of the Lessor. Upon a change in use this Lease may, at Lessor's discretion, be terminated or modified in whole or in part.
- 19.4** The right to enter upon the Premises during the term of this Lease for any purpose, including, but not limited to: (1) inspection of the Premises; (2) maintenance, operation, and reconstruction of Park facilities.
- 19.5** The right to conduct timber harvest and forest management activities, including the right to restrict grazing use for timber management purposes. Lessee shall be given not less than ninety (90) days written notice of such restrictions or termination of grazing use.
- 19.6** All rights not expressly granted to Lessee under this Lease, including, but not limited to, all rights to timber, oil and gas, geothermal rights, mineral rights, sand and gravel rights, existing easements and rights-of-way, water rights, and fee title to the Premises, and title to all appurtenances and improvements placed thereon by Lessor or Lessor's predecessors in title.
- 19.7** The right to authorize entry upon and use of the Premises by members of the public for recreational purposes.
- 19.8** The right to require any changes to this Lease necessary to protect Park resources, to protect the health, safety and welfare of Park visitors, or to avoid interference with Lessor's operation or maintenance of the Park.

**20. Environmental, Safety and Sanitary Requirements.**

- 20.1 No Hazardous Materials.** Lessee shall neither commit nor permit the use, placement, transport or disposal of any hazardous waste, including, but not limited to, petroleum products, such as oil, gasoline, or any other substance that is or is suspected to be a hazardous substance or material on the Premises except the customary use associated with weed and pest control, machinery, equipment and vehicles. Lessee shall be responsible, and shall pay all costs for the removal or other appropriate remedial action regarding any hazardous waste, substances, or materials which Lessee may have caused to be introduced on the Premises. Any such remediation or removal or storage must be conducted in accordance with applicable federal, state, or local law, regulation, rule or ordinance, including, where, applicable, a consent order for remediation with the Idaho Department of Environmental Quality.
- 20.2 Fire and Safety Regulations.** Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances for fire protection and prevention. Lessee agrees to keep the Premises free from fire hazards as determined by Lessor. Lessee is prohibited from burning garbage or household trash and any burning on the land, including the burning of wood, weeds or other debris requires the prior written permission of Lessor.
- 20.3 Sanitary Requirements.** Lessee shall not dispose of sewage except in conformity with applicable federal, state, and local law, rules and regulations pertinent to Lessee's use and shall dispose of sewage on the Premises only if specifically authorized by Lessor. The Lessee shall not store trash on the Premises nor transport trash, garbage, litter or debris onto the Premises. Lessee shall dispose of all trash, garbage and carcasses in conformity with all legal requirements. Carcasses shall not be disposed of on the Premises or upon any other property of the Lessor. Lessee is responsible for all costs associated with sewage, garbage and litter disposal.

**20.4 Noxious Weeds.** The Lessee shall cooperate with Lessor or any other agency authorized to undertake programs for control or eradication of noxious weeds. Lessee shall take measures to control noxious weeds on the Premises in accordance with Title 22, Chapter 24, Idaho Code, except those resulting from activities beyond the Lessee's control. Costs for control of noxious weeds on the Premises shall be the responsibility of the Lessee, unless otherwise provided for in the Special Terms and Conditions included in Attachment C. The Lessee shall ensure that prior to moving onto the Premises that all equipment is free of noxious weeds and their seeds as defined by the Idaho Department of Agriculture and local Coordinated Weed Management Area. Cleaning of contaminated equipment and vehicles shall not take place on the Premises or any other state park land. All straw and forage used for livestock feed, with the exception of that grown on the Premises, must be certified in accordance with the Idaho Department of Agriculture Forage and Straw Certification Rules (IDAPA 02.06.31) and must be certified as Idaho State Noxious Weed Free.

**20.5 Timber.** This lease does not authorize Lessee to cut or remove any timber growing on the Premises.

**21. Water Rights.** Use of existing water rights held by Lessor shall be as directed in Attachment C, *Special Terms and Conditions*, or in accordance with the approval and directions of the Park Manager. The establishment of any new water rights during the term of this Lease shall be by and for Lessor and no claim thereto shall be made by Lessee. Such water rights shall attach to and become appurtenant to the Premises, and the Lessor shall be the owner thereof. The use of any water rights by the Lessee shall be in conformance with Idaho water law. Lessee must receive the prior written consent of Lessor or its authorized agent, and the prior written consent of any department or agency of the State of Idaho having jurisdiction to regulate water rights or water use in and for the State of Idaho for any of the following:

**21.1** To drill and use a water well,

**21.2** To develop and use any source of water,

**21.3** To cause any water to be conveyed off the Premises,

**21.4** To bring water onto the Premises. (See attachment C)

**22. Officials, Agents and Employees of Lessee Not Personally Liable.** It is agreed by and between the Parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease, and the sole responsibility and liability for the performance of this Lease and all of the provisions and covenants contained in this Lease shall rest in and be vested with the State of Idaho.

**23. Lessor Consent.** Whenever any action by Lessee requires Lessor's consent pursuant to a provision in this Lease, Lessor's consent to such action shall be strictly construed to apply to the specific action to which such consent applied and not to imply consent to any similar or subsequent actions by Lessee. Consent of Lessor to any action of Lessee must be explicit; no provision in this Lease shall be construed to allow consent by omission.

**24. Waiver.** The waiver by Lessor of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any past, present or future breach of the same or any other term, covenant or condition of this Lease. The acceptance of rent by Lessor hereunder shall not be

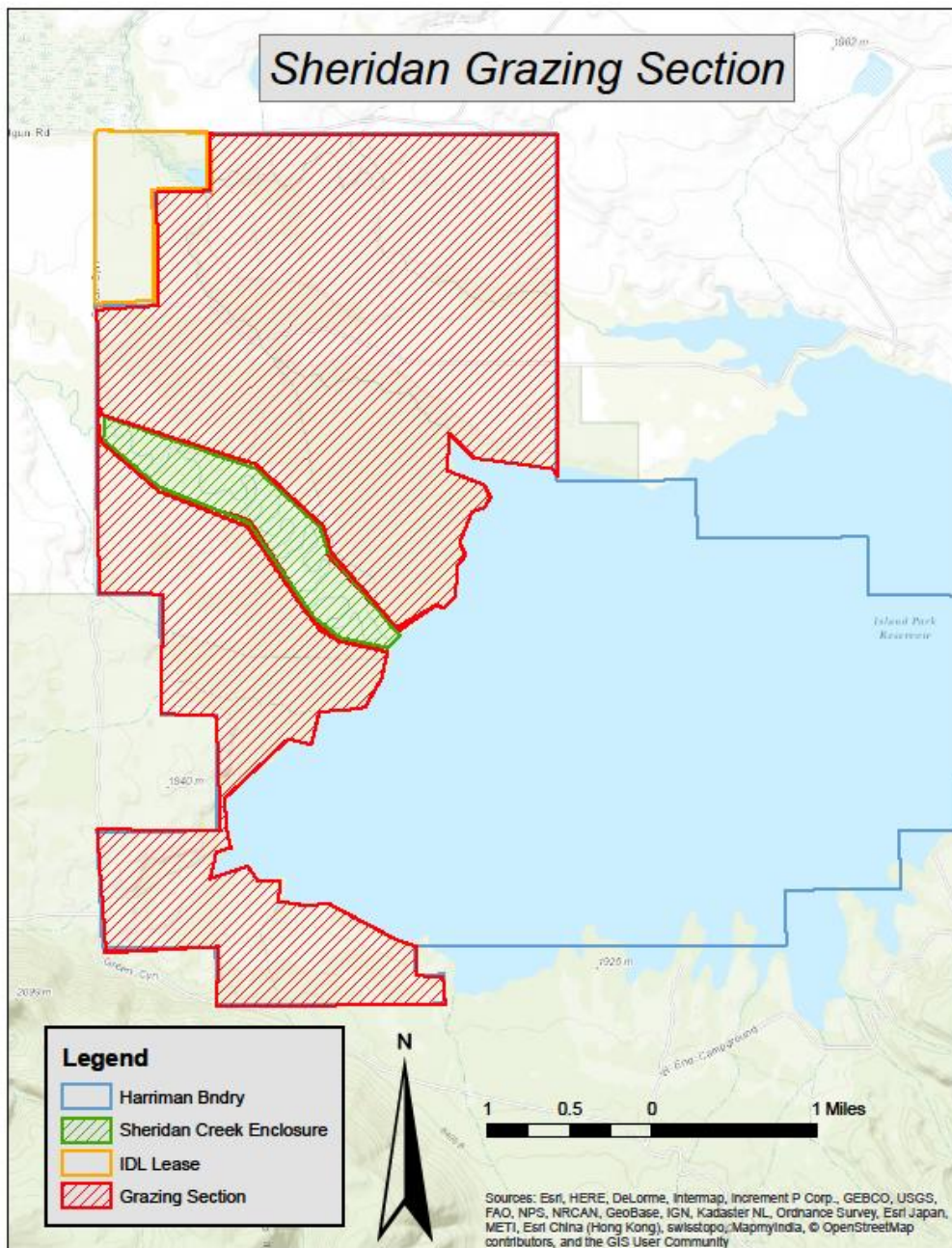
construed to be a waiver of any violation of the term(s) of this Lease. No payment by the Lessee of a lesser amount than shall be due according to the terms of this Lease shall be deemed or construed to be other than a part payment on account of the most recent rent due, nor shall any endorsement or statement of any check or letter accompanying any payment be deemed to create an accord and satisfaction.

25. **Compliance with laws.** Lessee shall comply with all applicable federal, state and local laws, regulations (including but not limited to rules adopted by the Idaho Park and Recreation Board), orders and agreements that govern Lessee's grazing activities.
26. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Idaho.
27. **Non-Discrimination.** Lessee shall not discriminate against any person because of race, creed, religion, color, sex, national origin or disability.
28. **Severability.** If any term or provision of this Lease is held by the courts to be illegal or in conflict with any existing law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be continued and enforced as if the invalid term or provision were not contained in this Lease.
29. **Complete Statement of Terms.** No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease, shall be deemed to enlarge, limit or otherwise affect the operation of this Lease. All rights of Lessee and the legal relations of the Lessor and Lessee are defined herein and no rights not specifically identified herein are intended.
30. **Written Modification.** No modification, release, discharge, change, or waiver of any provision hereof shall be of any force, effect, or value unless it is in writing and signed by both parties to this Lease. Any such modification shall be attached hereto as an addendum and incorporated by herein reference.
31. **Authority to Sign.** Lessee and Lessor each warrant and represent to the other that the persons signing this Lease have full authority and right to bind their respective parties to the terms of this Lease and that such person is acting within the scope of such person's authority and agency.
32. **Special Terms and Conditions.** In the event of any conflict between the General Terms and Conditions herein, and the Special Terms and Conditions in Attachment C, the Special Terms and Conditions are deemed to be controlling.

## Lease Attachment B Legal Description and Map

### Description:

Section: 1 W ½ of NW ¼ (not flooded); Township: 12N; Range: 41E/ Section: 2 lots 1,2,3 NE ¼ of SW ¼ /  
 Section: 11 SW ¼ (not flooded) of NE ¼ ( not flooded) of S ½ of NW ¼ of N 1/2 of SE ¼ of S 1/2 of SE ¼  
 of S ½ of N ¼ of NW ¼ / Section: 12 SE ¼ of N ½ of SE 1/4 of N ½ SW1/4 (not flooded) of SW ¼ of N  
 1/2 of SW ¼ (not flooded) of SW ¼ of SW1/4/ of NW ¼ of SE ¼ of SW1/4 of S ½ of SW ¼ of SW ¼/  
 Section: 25/ Section: 26 E ½ of SE ¼ of NW ¼: Township: 13N; Range: 41E/ Section: 35 E ½ of SW ¼ of  
 SW ¼ of SE ¼ / Section: 36  
 (Areas not flooded)



# **Lease Attachment C**

## **Grazing Management Plan**

### **and**

## **Special Terms and Conditions**

1. **Grazing Management Plan:** Lessee will provide their Grazing Management Plan to the park manager in writing by May 15 of each year, before cattle can be brought on to property. This plan cannot exceed 3600 AUMs. If grazing management concerns arise during the course of this Lease, the Park Manager and the Lessee will discuss such concerns during the annual meeting and, if necessary, rewrite the grazing management plan to address such concerns. Lessee will comply with a **Proper Use Criteria of:** Upland and riparian utilization levels of no more than 50% will be targeted, along with a riparian green line stubble height of four inches, and will be based on end of season growth.
2. **Property Tax:** Lessee is responsible for **50%** of the real property taxes levied against Harriman State Park on an annual basis; Lessee shall pay such taxes directly to Fremont County. Final payments will be due following the grazing season or before December 15th at the annual grazing meeting, or as otherwise required by Fremont County.
3. **Damages:** All damages caused by Lessee, including by Lessee's livestock and vehicles including but not limited to, fences, gates, corrals, structures, and facilities on the Harriman Home Ranch shall be fixed or replaced by Lessee at Lessee's sole expense. Harriman State Park shall not provide any equipment, supplies or man power to fix any damages caused by the Lessee. All repairs must be made to the satisfaction of the Park Manager.
4. **Control of Livestock:** It is preferred, by lessor, that lessee have an employee on site during the Turn-In and Turn-Out dates. However, Lessee shall check livestock and inspect the leased premises at least 3 times per week to ensure all fences, gates, corrals, structures, and facilities are in good working order, as well as no livestock are within the Sheridan Creek enclosure. Livestock found within the enclosure shall be removed, by the lessee, as soon as practical, but in no case longer than 16 hours. Any IDPR personnel and/or equipment utilized to control, remove, replace, or round-up lessee's livestock from, within or return to the described premises shall be reimbursed at a cost to IDPR of: \$50.00/hour for personnel and \$30.00/hour for equipment.
5. **CATTLE MANAGEMENT PRACTICE IN GRIZZLY BEAR HABITAT:** Grazing lands made available on Harriman State Park have been identified by the State of Idaho Yellowstone Grizzly Bear Management Plan as lands adjacent to the grizzly bear Primary Conservation Area (PCA). This area is described as "lands outside the (PCA) where the habitat is of value to grizzly bears and where the population is likely to expand, primarily on contiguous public lands." Where grizzly bear occupancy occurs outside the PCA, or is anticipated and is acceptable (as defined in State grizzly bear management plans and Federal Land Management Plans), minimization of bear/human conflicts will receive high management priority. Management direction will accommodate and incorporate grizzly bear needs with other land use practices, as possible. Lessee's full cooperation in meeting grizzly bear management goals and objectives of the State of Idaho Yellowstone Grizzly Bear Management Plan is a condition of this grazing lease. The following measures will be taken on Harriman State Park
  - 5.1 Temporary cessation or modification of permitted livestock grazing activities may be required to resolve human-livestock-grizzly bear conflict situations.
  - 5.2 Livestock carcasses will be disposed of within 24 hours after they are discovered. Disposal may include removing the carcass from the area or burying at least two (2) feet underground.
  - 5.3 Human foods, refuses, and prepared livestock or pet foods associated with the livestock operation will be made unavailable to grizzly bear through proper storage, handling, and disposal. Proper storage includes: (1) inside a bear-proof container, (2) suspended at least ten (10) feet clear of the ground at its lowest point and at least four (4) feet horizontally from adjacent posts or trees, (3) inside a hard-sided vehicle or trailer, or (4) other methods approved by the Park Manager. The exception is when the food is being eaten or prepared for eating, or when food and similar organic matter is being transported.

- 5.4 Grazing of food-producing sites important to the grizzly bear may be restricted. These sites will be identified by the Park Manager.
- 5.5 Livestock depredation believed to be associated with bears will be reported within 24 hours to the Park Manager.
- 5.6 Any observation of grizzly bear or grizzly bear signs will be reported to the Park Manager as soon as practical.
- 5.7 Any action taken by the Lessee or his agent that violates the Endangered Species Act will be grounds for cancellation of the lease.
- 5.8 Unburnable human foods, garbage, or other refuse will be carried off the property as often as practical.
6. **Renewal:** Notwithstanding Section 3 of Attachment A, upon expiration of the lease term specified on the first page of this Lease, Lessee may apply for renewal of this lease for a term of **five (5) years**. Lessor shall renew this Lease without seeking competitive bids if Lessee is in good standing. At the time of renewal Lessor reserves the right to review, re-evaluate, and modify the terms and conditions in the Lease, subject to agreement by Lessee. Upon expiration without renewal, Lessee shall pay to Lessor all rent and other payments due and owing to Lessor as of the date of expiration. Such payments must be completed within thirty (30) days of expiration.
7. **Capacity:** Lessee shall not graze less than (2000) AUM nor more than (3600) AUM, or the number of AUM established at the annual meeting or in the Grazing Management Plan.
8. **Water Rights:** On or after June 1<sup>st</sup> of each year of the lease term, Lessee may enter the leased premises for the purpose of irrigating the leased premises prior to turn-in. All irrigation will be consistent with the terms and conditions in the water right decrees, licenses, and permits applicable to Harriman State Park. All maintenance required on any part of the irrigation system is the sole responsibility of the Lessee with prior consent by park management. Lessee is also responsible to monitor irrigation priority dates and is responsible for any fees or fines that may occur as a result of misusing the water right associated with this grazing lease.
9. **Insurance:** Lessee will be responsible for providing proof of insurance by May 15 of each year.
10. **Idaho Dept. of Lands Lease #G800261 and Corral MOU:** The Idaho Department of Parks and Recreation (IDPR)/Harriman State Park has a lease through Idaho Department of Lands (IDL), with a section (Shot Gun Valley, 160 acres, fenced and with corral system) of that lease being adjacent to, and in the NW corner of Section 26 within the Sheridan Unit. IDPR grants permission, to the Lessee(s) of the Sheridan Unit, for its sole use of this area for the allotted grazing AUM's, and highest scheduling priority for use of the associated corral system. All Lease Provisions and Special Terms and Conditions, of this lease, apply to the Sheridan lessee(s). The lessee(s) of the Sheridan unit will be responsible to pay **41%** of the annual fees associated with that IDL lease.

As per the Memorandum of Understanding- State Corrals- Shotgun Valley- Fremont County, Idaho- April 2015; IDPR lessee(s) will have the highest priority when scheduling of corrals. IDPR lessee(s) will not be required to submit an annual State Corral Use Agreement, but shall adhere to all terms and conditions of the MOU and Use Agreement. All other requests for use shall be per the MOU, and shall be coordinated by the Lessee.

In addition, Lessee will take on the responsibility of scheduling and submission of Use Agreements for all other requests to use the corrals.